

## AGENDA

Norton City Council

April 17, 2018

6:00 P.M.

1. Roll Call
2. Invocation – Rev. Gary Hill
3. Pledge of Allegiance
4. Approval of Minutes

### 1. Meeting of April 3, 2018

5. Audience for Visitors
6. Special Presentation
7. New Business
  - A. Authorization to Apply for a School Resource Officer Grant.
  - B. Consideration of a Memorandum of Understanding with Norton City Schools for a School Resource Officer.
  - C. Wise County PSA Notice of Its Plan to Assume Billing of Its Sewer Customers in the Josephine Community.
  - D. Authorization to Execute a Cooperative Agreement Between the City of Norton Police Department and the Victim/Witness Protection Program.

- E. Authorization to Execute a Cooperative Agreement Between the City of Norton Department of Social Services and the Victim/Witness Protection Program.
- F. Closed Meeting for Personnel as Per Section 2.2-3711 (A) (1) of the Code of Virginia as Amended.
  - 1. Appointment to the Norton Industrial Development Authority for a Four (4) Year Term; Currently Ethel Daniels Whose Term Expires 5/10/2018.

To 5/10/2022
- 8. Comments by the City Manager, City Attorney, and City Council.
- 9. Adjournment.

The regularly scheduled meeting of the Norton City Council was held Tuesday, April 3, 2018, at 6:00 p.m., in the Municipal Council Chambers with Mayor William Mays presiding.

Present: Robert Fultz, Jr., William Mays, Joseph Fawbush, and Delores Belcher

Also Present: Fred L. Ramey, Jr., City Manager and Bill Bradshaw, City Attorney

Absent: Mark Caruso

The invocation was given by Pastor Ken Taylor and was followed by the Pledge of Allegiance led by Police Chief James Lane.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by the following vote, YES – Fultz, Mays, Fawbush, Belcher, NO – None, ABSENT – Caruso, Council moved to adopt the minutes of the March 20, 2018, meeting as presented.

There was no response to the Mayor's Call for Visitors.

A public hearing was held to receive public input on the purchase of two emergency vehicles using a loan/grant package from the United States Department of Agriculture, Rural Development (USDA/RD) for the police department.

Mr. Ramey advised city administration applied for the USDARD grant last year and was recently informed the city will be awarded a \$25,000 grant and a \$30,000 loan package for the purchase of two emergency vehicles.

Mayor Mays opened the public hearing.

There being no comments, Mayor Mays closed the public hearing.

Upon a motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by the following unanimous roll call vote: YES – Fultz, Fawbush, Belcher, Mays, NO – None, ABSENT – Caruso, Council moved to adopt a resolution to purchase two emergency vehicles for the police department using a loan/grant package from the United States Department of Agriculture, Rural Development and authorizing the necessary signatures by the mayor and city manager . (Insert)

The next agenda item was a presentation by a representative from the Pro-Art Association.

Ms. Jan Zentmeyer, Executive Director of the Pro-Art Association, gave an update on the organization's activities for the past year and what programs are planned for 2018. She advised that the Local Government Challenge Grant is now called the Creative Community Partnership Grant and that the Virginia Commission for the Arts (VCA) will match the city's contribution. Ms. Zentmeyer thanked the city for continued support of Pro-Art.

Council members thanked Ms. Zentmeyer for her presentation.

Mr. Shawn Lindsey, Executive Director of Spearhead Trails, gave an update on the organization's contributions to the City of Norton for the past year. He noted that

Spearhead Trails was instrumental in moving the Cloudsplitter 100 Ultra Trail Race to High Knob and that Spearhead staff worked many hours clearing trails and providing volunteers to work the race which directly benefited the city. Mr. Lindsey said Spearhead Trails is currently blazing the trails because several runners got lost last year and they are about to complete that process. Mr. Lindsey stated Ms. Patty Bates was supposed to be in attendance, via Facetime, but she was unable to participate in tonight's meeting due to work. He said that the Spearhead Trails Board of Directors wanted to present Norton resident Ms. Patty Bates with the Spearhead Trails Leadership Excellence Award for promoting outdoor recreation in the City of Norton and the region. Mr. Lindsey noted Ms. Bates worked numerous hours clearing the trails for the Cloudsplitter 100 Ultra Trail Race as well as volunteering to work other outdoor activities. He said he would see that Ms. Bates received the plaque for her volunteer service. Mr. Lindsey then handed out the Virginia 2018 Travel Guide which features Spearhead Trails on the cover, a Spearhead Trails brochure, the Spearhead Trails Economic and Fiscal Impact Study provided by the Institute for Service Research at Virginia Polytechnic Institute and State University (Virginia Tech), and an Adventure Trail Activity Booklet on all-terrain vehicle safety for youth. Mr. Lindsey said the future is bright for outdoor recreation and that Spearhead Trails is asking the city for a \$4,000 contribution for FY 2018-2019. He said that number equates to \$1 per city resident.

After fielding questions from council members, Mayor Mays thanked Mr. Lindsey for the update.

Included in council's packets for consideration was a Continuity Plan Memorandum of Agreement between Wise County Department of Social Services (Wise DSS) and the City of Norton Department of Social Services (Norton DSS).

Mr. Ramey said the agreement is basically placing in writing what each department will do in an emergency or disaster. He added the two agencies have a good working relationship.

Norton Social Services Director Sara Ring said the departments actually had an incident where Wise DSS had to operate out of the Norton office for several weeks because of an ice storm. She noted that the agencies work well together.

Upon a motion by Councilwoman Belcher, seconded by Councilman Fawbush, and passed by unanimous vote, Council moved to authorize the Director of Norton DSS to execute the Continuity Plan Memorandum of Agreement between Wise County Department of Social Services and the City of Norton Department of Social Services.

Council had been presented with A Code of Conduct related to a grant from the United States Department of Agriculture, Rural Development (USDARD) for the purchase of two emergency vehicles for the police department.

Mr. Ramey said the city is certifying there are no conflicts of interest, real or apparent, that are supported by USDARD funds.

Upon a motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by the following roll call vote: YES – Fultz, Fawbush, Belcher, Mays, NO – None, ABSENT – Caruso, Council moved to adopt A Code of Conduct for the United States Department of Agriculture, Rural Development (USDARD) for the purchase of two emergency vehicles for the police department. (Insert)

In their packets, Council had been presented with A Proclamation Recognizing the 60<sup>th</sup> Anniversary of the Wise County Public Library.

Mr. Ramey stated council was invited to an anniversary program at 3:00 p.m., Sunday, April 8, 2018, at the Wise County Public Library. He said a proclamation recognizing the library and how the library was established is presented for council's consideration. Mr. Ramey also noted he provided members with a condensed version of the proclamation that has been placed on a plaque for Councilman Fawbush to present to the library at the program on Sunday.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous vote, Council moved to adopt A Proclamation Recognizing the 60<sup>th</sup> Anniversary of the Wise County Public Library. (Insert)

Council was presented A Resolution Proclaiming the Month of April 2018 as Child Abuse Prevention Month.

Social Services Director Sara Ring spoke briefly to council stating that Norton DSS is teaming up with Wise DSS to hold a carnival on April 14, 2018, at Zion Family Ministries in Wise. She said their hope is to draw the public out and to bring awareness to child abuse and to the prevention of child abuse.

Upon a motion by Councilman Fultz, seconded by Councilwoman Belcher, and passed by unanimous vote, Council moved to adopt a Resolution Proclaiming the Month of April 2018 as Child Abuse Prevention Month. (Insert)

A Proclamation for the National Public Safety 9-1-1 Telecommunicators Week of April 8-14, 2018, was presented for adoption.

Mr. Ramey said each year the city recognizes dispatchers for their service. He said last year Norton operators answered 4,269 emergency 9-1-1 calls and 24,389 non-emergency calls. He stated Police Chief Lane will recognize dispatchers during the week by providing lunch.

Upon a motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by unanimous vote, Council moved to adopt a Proclamation for the National Public Safety 9-1-1 Telecommunicators Week of April 8-14, 2018. (Insert)

Council had one transfer to confirm. The transfer was to Norton City Schools, dated March 20, 2018, in the amount of \$125,000 to cover March 2018 payroll expenditures.

Upon a motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by unanimous roll call vote, Council moved to confirm the transfer to Norton City Schools as stated above.

Upon a motion by Councilwoman Belcher, seconded by Councilman Fultz, and passed by unanimous roll call vote, Council moved to go into closed meeting to discuss personnel as per Section 2.2-3711 (A) (1) of the Code of Virginia, as amended.

Mayor Mays declared Council in closed meeting.

The city attorney left at this time.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous vote, Council moved to go back into open meeting.

Mayor Mays declared Council back in open meeting.

The Clerk polled each member of Council as to the Certification of Closed Meeting with each answering yes. The Clerk then read a Resolution of the Certification of Closed Meeting.

Upon a motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by the following unanimous roll call vote: YES – Fultz, Mays, Fawbush, Belcher, NO – None, ABSENT – Caruso, Council moved to adopt A Resolution of the Certification of Closed Meeting. (Insert)

Mayor Mays opened the floor for nominations to the Appalachian Community Action and Development Agency, Inc., (AppCAA) to fill the unexpired term of Ethel Daniels whose term expires April 1, 2022.

Councilman Fawbush nominated Jeff Shupe to be appointed to AppCAA to fill the unexpired term which expires April 1, 2022.

Upon a motion by Councilman Fultz, seconded by Councilwoman Belcher, and passed by unanimous vote, Council moved that the nominations cease.

Mayor Mays declared Jeff Shupe appointed to the Appalachian Community Action and Development Agency, Inc., (AppCAA) to fill the unexpired term of Ethel Daniels whose term expires April 1, 2022.

Mayor Mays asked if there was a motion to approve Mr. Ramey's recommendations to the 2018 Virginia Municipal League Policy Committees.

Councilwoman Belcher made a motion to approve the following: Fred Ramey, Jr., on the Community and Economic Development Committee, Andrew Greear on the Environmental Quality Committee, Jeff Shupe on the Finance Committee, William Bradshaw on the General Laws Committee, Gina Wohlford on the Human Development and Education Committee, and Steve McElroy on the Transportation Committee. The motion was seconded by Councilman Fultz, and passed by unanimous vote. Council moved that the nominations cease.

Mayor Mays declared the individuals listed above to serve on the 2018 Virginia Municipal League Policy Committees as noted above.

In comments from the City Manager:

Weather permitting Wednesday, April 4<sup>th</sup>, borings will be drilled near the Ridge Avenue wall to ascertain the stability of the wall.

The City of Norton received the Green Locality Award from the Upper Tennessee River Roundtable for exceptional projects that benefit the environment.

Council is invited to attend the Lonesome Pine Regional Library's program at 3 p.m., Sunday, April 8<sup>th</sup>, at the Wise County Library to celebrate the 60<sup>th</sup> Anniversary of the Wise branch.

He placed at each member's desk the Parks & Recreation Department's activities for the month of April.

The following comments were made by council members:

Councilman Fultz said the city's representative on the Wise County/City of Norton Youth Services Board will be graduating and that the school system will be providing council with another student recommendation to serve on this board.

He handed out invitations to council members for John I. Burton High School's prom scheduled at the Hotel Norton on Saturday, April 21, 2018.

Councilwoman Belcher noted that city employees perform a great deal of work that goes unrecognized and she appreciates all the work they do for the citizens of Norton.

There being no further business to come before Council, the meeting adjourned.

CITY OF NORTON, VIRGINIA

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William Mays, Mayor

ATTEST:

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Clerk of Council



Presented to  
Sherry Baker

In appreciation of her 32 years  
of dedicated and faithful service  
to the Citizens of Norton as a  
Benefit Programs Specialist and Supervisor.

Presented on this the 17<sup>th</sup> day of April, 2018.

By the Norton City Council

William Mays, Mayor  
Joseph Fawbush, Vice Mayor  
Mark Caruso  
Dee Belcher  
Robert Fultz



**City of Norton**

# Inter-Office Memo

**To:** Mayor and City Council  
**From:** Fred L. Ramey, Jr., City Manager *FR*  
**CC:**  
**Date:** April 13, 2018  
**Re:** School Resource Office

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In 2016, the Norton City School Board and City Council authorized the City Administration to apply for a School Resource Officer. The City received a grant that funded the position for one school year with a requirement for the position to be maintained for two additional years. In 2017, the Norton City School Board and City Council authorized the City to reapply to extend the grant period and the grant was approved. The City Administration is requesting authorization to submit an application to continue grant funding for one additional year.

Thank You!

# City of Norton, Virginia

## Police Department

### Memorandum of Understanding

City of Norton,  
City of Norton Police Department and  
Norton City School System

Revised 4/10/2018

## School Resource Officer Grant Program

July 1, 2018 – June 30, 2019

Project Director: SRO Jason McConnell  
City of Norton Police Department  
618 Virginia Ave NW  
Norton, VA 24273  
Phone: 276-679-1212  
Fax: 276-679-2306  
Email: [jasonm@nortonpd.org](mailto:jasonm@nortonpd.org)

# **MEMORANDUM OF UNDERSTANDING**

**between**

**THE CITY OF NORTON SCHOOL BOARD/SCHOOL DIVISION**

**and**

**THE CITY OF NORTON/ CITY OF NORTON POLICE DEPARTMENT**

**April 10, 2018**

## **PREAMBLE**

The Norton City School Board/School Division (SD) and City of Norton Police Department (PD) hereby enter into the School-Law Enforcement Partnership (SLEP) to foster relations of mutual respect and understanding in order to build a positive and safe school environment. The parties agree the vast majority of student misconduct can be best addressed through classroom and in-school strategies. The parties acknowledge that students are generally less mature and responsible than adults; they often lack the maturity, experience, perspective, and judgment to recognize and avoid choices that could be detrimental to them; and they are more susceptible to outside pressures than adults.

All responses to school misconduct should be reasonable, consistent, and fair, with appropriate consideration of mitigating factors and of the nature and severity of the incident. Students should receive appropriate redirection and support from in school and community resources prior to the consideration of suspension, expulsion, involvement of law enforcement, or referral to court. This document is meant to be an accompaniment to the School and Law Enforcement Partnership Guide. For further details and instructions regarding the Partnership, please see the Guide.

## **PURPOSE**

The partnership is intended to facilitate effective, timely communication and coordination of efforts for both parties – the SD and PD. The purpose of this Memorandum of Understanding (MOU) is to establish a mutually beneficial framework that both schools and law enforcement can work within to achieve shared goals.

## **GOALS**

The primary goals of the SLEP are 1) to promote positive and supportive school climates and 2) to create and maintain safe and secure school environments.

To promote positive and supportive school climates, the partnership will collaborate to increase law-related education, expand school safety and crime prevention efforts, reduce conflict, and support effective interventions for students.

To create and maintain safe and secure school environments, the partnership will collaborate to reduce and prevent crime, violence, victimization, and fear in and around schools, and minimize student involvement with the juvenile and criminal justice systems.

## **EVALUATION OF THE SCHOOL-LAW ENFORCEMENT PARTNERSHIP**

Measurable objectives of the SLEP should be developed jointly using school discipline, crime, and violence data, school climate survey data, and other data deemed to be relevant. Progress towards achieving objectives shall be jointly reviewed at least annually by SD and PD/SO designees and shared with the public.

## **ROLES AND RESPONSIBILITIES OF PARTNER ORGANIZATIONS**

### **GENERAL**

The SRO is responsible for reporting the activities of the program. This is documented by weekly and monthly written reports and any grant required reporting to the SRO's immediate supervisor and/or grant specified coordinator.

The city manager is the chief executive and delegates the management of the SROs and grant activities to the chief of police and police department supervisors.

The officers assigned as school resource officers will be provided by the Norton Police Department. The officers will continue to provide communication to the Juvenile Justice System, the school system and other related community organizations.

Continue as a member and employee of the police department and operate under the direct administration and supervision of the police department and follow the established chain of command.

The SRO will conduct investigations within the school and surrounding community, both criminal and other, as necessary. He/she will retain the responsibility of deciding when a criminal charge will be made and the appropriate code section to use, or when to refer matters to an appropriate community agency. These decisions will be based on the code of Virginia, the General Orders of the police department and the Code of the City of Norton, Virginia.

The program's effectiveness shall be evaluated based on feedback from the school personnel, students, community and other involved agencies. The program shall respond by implementing and continuing effective activities or make appropriate changes and improvements.

The officers will occupy an office at their assigned schools and perform 70% or more of their duties in and around these schools. However, if the needs arise, they also respond to incidents at any other educational facilities in the city.

The SRO will be selected by the police department based on knowledge, skills and abilities to perform this assignment.

### **Police Department Responsibilities**

The PD will designate a direct point of contact between the PD and the SD. The point of contact will address any operational and administrative issues and will serve as a consultant for school safety and security issues including assessments and critical incident response planning. The designee will maintain a working knowledge of school rules, regulations, and laws regarding student safety and conduct. The designee will establish and maintain effective relationships with school personnel at the division and school levels.

Selection, assignment, scheduling, training, supervision, and evaluation of school resource officers (SROs) will be the responsibility of the PD. However, each of these actions will take into account the input of school personnel and identified needs and conditions of schools. The SRO shall remain at all times under the control, through the chain of command, of the law enforcement agency.

In developing and implementing law enforcement policies and practices that may affect schools, the PD will consult with and take into consideration the views of the SD and the school community.

The PD will ensure the SRO receives relevant training prior to or within 120 days of assignment in a school and ongoing joint training with school administrators. The training should be aligned with the SLEP and DCJS curriculum and in consultation with the SD.

### **School Division Responsibilities**

The SD will designate a primary division-level point of contact to implement the partnership and to maintain ongoing communications with PD officials.

It is the responsibility of school administrators to facilitate effective communication between the SRO and school staff and to support the goals of the partnership.

Each school with an assigned SRO will provide work area(s) for the SRO that allow access to technologies, private interviewing of several persons, and locking storage space for securing physical evidence until transferred to the police department's evidence custodian.

The SD will handle discipline within the school disciplinary process without involving SROs. SD policies, administrative guidance, training, and ongoing oversight will clearly communicate that school administrators and teachers are responsible for school discipline and that law enforcement is not to be involved with disciplinary action. The SD is responsible for communicating the goals and role of the SRO to all school administration, staff, and students.

If grant funds are used for funding officer's salary, the school system will reimburse the police department (City) for the matching funds. These matching funds will be included in the school system annual fiscal budget line item for this purpose.

If grant funds are not available for funding officer's salary, the school system will reimburse the police department (City) 70% of the Officer's salary if the program is continued. The finance department for the City of Norton, Virginia monitors the financial management issues for the school resource program and submits all financial reporting.

## **SRO Roles and Responsibilities**

SROs will be considered active members of their assigned schools. The SRO facilitates the effective delivery of law enforcement services and assists with matters related to safety, security, and the exchange of information.

SROs' duty schedules should be organized to provide coverage throughout the school day. SROs provide a visible deterrent to crime and shall be visible patrolling the exterior and interior grounds. The SRO should wear the regulation uniform and operate a marked police vehicle while on duty unless otherwise authorized by the SRO's supervisor for a specific purpose.

Additionally, SROs should assist school administrators in developing school crisis, emergency management, and response plans. They will work with administrators in problem-solving to prevent crime and promote safety in the school environment. SROs are expected to collaborate with school administrators and other school personnel to support positive school climates that focus on resolving conflicts, reducing student engagement with the juvenile and criminal justice systems, and diverting youth from courts when possible.

SROs serve multiple roles in schools. The roles are interrelated but all are carried out with the aim to contribute to school safety and security and to promote positive and supportive school climates. Key roles are:

### **Law enforcement officer**

As sworn law enforcement officers, SROs' primary role in schools is as a law enforcement officer. SROs assume primary responsibility for responding to requests for assistance from school staff/administrators and coordinating the response of other law enforcement resources to the school. SROs should work with school staff/administrators in problem solving to prevent crime and promote safety in the school environment. SROs will also collaborate with school personnel to reduce student engagement with the juvenile justice systems and divert students from the courts when possible. The SROs has the obligations to protect life, limb and property, to prevent crime, to recover stolen and lost property, and to apprehend and prosecute offenders, but, in doing so, orient activities toward rehabilitation and correction. Respond to reports of crime in school zones and investigate, document, and dispose of cases in accordance with department policy.

### **Law-related educator**

As resources permit, SROs should strive to assist with presentations for school personnel on law-related topics such as law enforcement practices, changes in relevant laws, crime trends, crime prevention, school safety strategies, and crisis response procedures. SROs may also deliver law-related education with students using lessons/curricula approved in advance by the SRO Supervisor. In all cases, responding to incidents or conducting investigations will take precedence over delivery of presentations. Assist in the teaching of physical, mental, and social effects of narcotics, alcohol, tobacco, etc., and discuss with students their attitudes toward law enforcement, respect for authority and a wide range of related matters.

### **Informal mentor and role model**

Students often seek approval, direction, and guidance from adults in the school setting about various problems. Through formal and informal interaction with students, SROs serve as informal mentors and role models. SROs are expected to communicate clearly to students about acceptable and unacceptable behavior, to set a positive example in handling stressful situations and resolving conflicts, to show respect and consideration of others, and to express high expectations for student behavior. Students who may need additional assistance shall be referred to a school based resource. When appropriate Confer with parents, students, neighbors, school personnel and other members of the community regarding pre-delinquent behavior and provide resource materials from community agencies as indicated.

### **School Administrator Roles and Responsibilities**

Consistent with Virginia Standards of Accreditation (2000), Section 8 VAC 20-131-210, “the school administrator is recognized as the instructional leader of the school and is responsible for effective school management that promotes positive student achievement, a safe and secure environment in which to teach and learn, and efficient use of resources.” (Section A). “The school administrator also ensures that the school division’s student code of conduct is enforced and seeks to maintain a safe and secure school environment.” (Section B.2) Additionally, consistent with Section 8 VAC 20-131-260.C.3., the school administration ensures “a written procedure, in accordance with guidelines established by the local board, for responding to violent, disruptive or illegal activities by students on school property or during a school-sponsored activity.”

School administrators should review the SLEP MOU with SROs and establish school-specific operational and communications procedures to support goals of the SLEP.

## **OPERATIONAL PROCEDURES**

### **Differentiating Disciplinary Misconduct from Criminal Offenses**

School administrators and teachers are responsible for school discipline. Although SROs are expected to be familiar with the school division code of student conduct, the rules of individual schools, and their application in day-to-day practice, SROs should not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law.

Consequences of student misconduct should be effective, developmentally appropriate, and fair. Interventions and school sanctions should help students learn from their mistakes and address root causes of misconduct. School administrators will consider alternatives to suspensions and law enforcement officials will consider alternatives to referrals to juvenile court services and arrests for student violations of law.

The SLEP shall operate in a manner to ensure children with disabilities receive appropriate behavioral interventions and supports.

## Information Sharing

The release of student records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. "School officials" may access and disclose student records only as authorized by FERPA.

When appropriate, and to the extent the law allows, the SD should notify SROs of any special needs of a student involved in a school-based infraction that is not routine discipline, in order to assist the SRO in recognizing and accommodating behaviors that may be manifestations of the student's disability.

**Consent access.** An SRO or other law enforcement officer may have access to a student's education records with written consent of the student's parent or of the student if the student is age 18 or older.

**SRO access.** For purposes of access to student records, SROs are considered "school officials" and may be provided student information as needed to carry out their duties related to the school environment. SROs may have access to directory information for all students in the school division. SROs may have access to information on students in their assigned schools that include directory information and additional items needed to carry out their duties, such as class schedules, as approved by the school administrator.

**Health and Safety Emergency Exception.** In the event of a significant and articulable threat to health or safety, school officials may disclose any information from student records to appropriate parties, including law enforcement officials, whose knowledge of the information is needed to protect the health and safety of a student or another individual.

**SRO disclosure of law enforcement records.** SROs may disclose only law enforcement records created and maintained by the SRO for the purpose of ensuring the physical safety and security of people and property in schools and/or enforcement of laws. Because law enforcement records are not student records, they are not subject to the disclosure restrictions of FERPA.

## Investigation and Questioning

SROs have the authority to question students who may have information about criminal activity. As sworn law enforcement officers, SROs have authority to stop, question, interview, and take law enforcement action without prior authorization of the school administrator or contacting parents. However, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to suspected criminal activity. Investigations and questioning of students for offenses not related to the operation of or occurring at the school should take place at school only when delay might result in danger to any person, destruction of evidence, or flight from the jurisdiction by the person suspected of a crime.

The interviewing of students – whether suspects, victims, or witnesses – should be conducted privately in an office setting. SROs will take steps to ensure minimal intrusion into the educational experience of students being questioned in the school setting.

The SRO will recognize that a reasonable child subjected to police questioning will sometimes feel pressured to submit when a reasonable adult would feel free to go. The student will be informed generally of the purpose of the investigation, warned against self-incrimination in a developmentally appropriate manner, and given an opportunity to present informally his or her knowledge of the facts. If the student wishes to remain silent, to contact his or her parents or an attorney, or to end the interview,



the questioning should cease and the student's request should be granted unless detaining the student is lawful and reasonable under the circumstances.

SROs are responsible to lead the investigation and questioning of students related to suspected violations of criminal law. SROs shall not be included in questioning students about student code of conduct violations that do not involve any criminal activity or risk of harm to self or others. School administrators are responsible for the questioning of students about violations of the code of conduct.

### **Searches**

All searches shall be conducted in accordance with federal and state laws, and applicable SD and PD policies and guidelines, including the principles embodied in this memorandum of understanding.

**School administrator searches.** School officials may conduct searches of student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for search by a school official is reasonable suspicion.

**SRO searches.** Any search initiated by SROs or other law enforcement officer shall be based upon probable cause and, when required, a search warrant should be obtained. All searches should be reasonable in scope. All searches should occur outside the presence of students and school staff, with the exception of school administrators, unless there is a clear and immediate threat to physical safety.

SROs shall not become involved in administrative (school related) searches and at no time shall SROs request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

### **Arrests**

Whenever practical, arrests of a student or staff member should be accomplished outside of school hours in order to not disrupt the educational process or school setting. Arrests that must occur during school hours or on school grounds should be coordinated through the school administrator to minimize potential disruption. When circumstances do not allow for prior coordination through the school administrator, arrests will be reported to the school administrator as soon as possible. In addition to any required notification of parents and legal guardians by the SRO taking a student into custody, school administrators or their designees are also responsible for an additional notification to parents and legal guardians upon a school-based arrest of their child.

### **Physical Restraint by School Personnel**

Physical restraint is a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The term physical restraint does not include a physical escort. Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location.

Physical restraint by school personnel is used in accordance with Virginia Board of Education policies and guidelines on seclusion and restraint and related local school board policies. Every effort should be made by school personnel to prevent the need for the use of restraint. Physical restraint should not be used except by school personnel trained in the use of physical restraint required by the school division.

School staff will act to deescalate situations that are, or have the potential to cause, disruptions to the school environment and are violations of the student code of conduct. If physical intervention is necessary, the action should be reported promptly to the school administrator and the rationale for the action must be fully documented.

### **Physical Intervention by School Resource Officers**

An SRO should not be involved in the physical restraint of a student unless there is imminent danger of serious physical harm to self or others. As sworn law enforcement officers, SROs may intervene to deescalate situations.

Physical intervention by SROs is undertaken in accordance with policies and operational procedures of their local law enforcement agency. If an SRO is involved in the use of restraint or physical intervention, the action must be reported to the school principal and the SRO's supervisor and the rationale for the action must be fully documented.

SROs should be aware of the Virginia Board of Education's policies and guidelines on seclusion and restraint and related local school board policies and will attend training offered by the local school system on their use of seclusion and restraint by school employees. SROs, however, must continue to operate by their own department's policies and state law regarding physical intervention and use of force.

Additionally, the SD and PD/SRO will coordinate to ensure that reasonable effort is made to inform the parents on the day of the incident.

## **KEY STATUTORY RESPONSIBILITIES**

### **Crime Reporting**

Pursuant to §22.1-279.3:1.B, Code of Virginia, law enforcement agencies are required to notify a division superintendent, a principal, or a designee when a student in their school commits certain offenses that would be a felony if committed by an adult and the release status of the student. School superintendents who receive such reports are required to report the information to the principal of the school in which the students is enrolled. As a general practice, SROs should notify the principal as soon as practical of any significant law enforcement events occurring at or in association with the school (e.g., at a school bus stop or off-campus activity, during or outside school hours) whether or not the offense would be a felony if committed by an adult.

Pursuant to §22.1-279.3:1.D, Code of Virginia, certain types of criminal activity that come to the attention of the principal or school staff shall be reported immediately to the PD/SRO as specified in SD policy. No SRO or school administrator shall be required to file delinquency charges. After such notification is made to PD, the SD will ascertain the disposition of the incident made by the PD/SRO in order to complete the School/Law Enforcement Reporting form. Schools and SROs shall be encouraged

to deal with school-based offenses through graduated sanctions or educational programming before a delinquency charge is filed with the juvenile court.

#### **Threat Assessment**

Threat assessments shall be conducted in accordance with local school board policies adopted as required by §22.1-79.4., Code of Virginia and consistent with model procedures and guidelines published by the Virginia Department of Criminal Justice Services.

SROs may serve as members of threat assessment teams and assist in monitoring of subject students as well as determining the need, if any, for law enforcement action.

#### **School Safety Audits**

School safety audits will be conducted annually as required by law to assess school safety conditions in schools. SROs, in collaboration with school administrators, will conduct school inspection walkthroughs using a prescribed checklist and will collaborate in other school safety audit mandates including school crisis and emergency management and response planning and preparation.

#### **REVIEW OF MOU**

This MOU should be reviewed annually and amended as necessary to meet the needs and enhance the partnership of the two signatory organizations. Quarterly meetings should be conducted throughout the year between the SD (designee) and PD (designee) to support successful implementation of the partnership. This MOU remains in force until such time as either party, with 30 days' notice, withdraws from the agreement by delivering a written notification of such rescission to the other party.

Signed: \_\_\_\_\_, Fred Ramey, City Manager, for the CITY OF NORTON, VIRGINIA,  
this \_\_\_\_ day of \_\_\_\_\_, 2018.

Signed: \_\_\_\_\_, Gina Wohlford, Superintendent, for the CITY OF NORTON  
SCHOOL SYSTEM, this \_\_\_\_ day of \_\_\_\_\_, 2018.

Signed: \_\_\_\_\_, James Lane, Chief of Police, for the CITY OF NORTON POLICE  
DEPARTMENT, this \_\_\_\_ day of \_\_\_\_\_, 2018.



## WISE COUNTY PUBLIC SERVICE AUTHORITY

P.O. Box 3388, Wise, VA 24293  
5622 Industrial Park Rd., Norton, VA 24273  
Office: (276) 679-1263  
Fax: (276) 679-1528



April 4, 2018

Fred Ramey  
City Manager, Norton  
P. O. Box 618  
Norton, VA 24273

RE: Josephine Sewer

Dear Mr. Ramey:

Per our discussion at our November 28, 2018 meeting, I am providing this written notification that the Wise County PSA is seeking to take over direct billing of the Josephine sewer customers currently billed by the City. This is being done to put these sewer customer billings in line with all our others and is no reflection on the performance of the City in this matter, which has, in fact, been excellent.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Alan Harrison".

L. Alan Harrison, P.E.  
Executive Director

The regular meeting of the Norton City Council was held on Tuesday, December 7, 2010 at 6:00 p.m. in the Municipal Council Chambers with Mayor William Mays presiding.

Present: Mark Caruso, William Mays, Joseph Fawbush, and Terry Roop

Absent: Joseph Hunnicutt and Bill Bradshaw, City Attorney

Also Present: E. W. Ward, City Manager

The invocation was given by Rev. John Ellington. Prior to the invocation, Rev. Ellington asked that we remember Patrolman Jason Stine for the recent loss of his mother and also noted that today is the anniversary of the attack on Pearl Harbor. The pledge of allegiance was led by Councilman Mark Caruso.

2488f

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous vote, Council moved to approve the minutes of the November 16, 2010 meeting as presented.

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During the Mayor's call for visitors, Ms. Angie Sproles of the Appalachian Community Action Board, formerly RADA, spoke briefly to Council. She presented a handout and gave Council an update of their activities. After discussing several of the programs that they administer, she advised Council she would be happy to answer any questions they may have.

2488f

At this time, Councilman Hunnicutt took his seat on Council.

2488f

Mayor Mays thanked Ms. Sproles for her presentation.

2488f

Rev. John Ellington, representing the Thanksgiving Meal Committee, spoke to Council and thanked the City for their assistance in permitting the alley behind the First Baptist Church to be only one way on Thanksgiving Day in order that they could load meals to be delivered. He further advised that they served over 650 meals this year.

2489f

In Council's packets was a report from Tommy Roberts, Superintendent of the Norton Water Department, advising that as of December 1, 2010, we had a total combined reservoir capacity of 73 million gallons of water.

2489f

Mr. Ward advised that the City Administration feels that the City has turned the corner and has quit purchasing water from Big Stone Gap and the Wise County Public Service Authority. Subsequently, this item will be eliminated from Council's agendas for now.

At its previous meeting, Council asked the City Manager to bring back as an agenda item to request for additional funding for the High Knob Tower Project.

Following a brief discussion and upon a motion by Councilman Caruso, seconded by Councilman Roop, and passed by unanimous roll call vote, Council moved to appropriate \$1,500 as an additional donation to the High Knob Tower Project with said funds to come

2489f

from Contingency. With the second of this motion, Councilman Roop extended a challenge to the other localities in Wise County to match this amount for the High Knob Tower Project and asked Jeff Lester of the Coalfield Progress to publish this challenge in the paper.

Chancellor David Prior of the University of Virginia's College at Wise spoke briefly to Council and gave them an update of happenings at the college. He advised that enrollment is strong; however they are having fewer elective classes and having a larger number of students in classes.

The Convocation Center will be opened in August and a new library is being planned.

Following his presentation, Chancellor Prior advised he would be happy to answer questions from Council.

Mayor Mays, as well as other Council members, expressed their congratulations on all that has been done at the college.

Ms. Donna Stanley, representing Mountain Empire Community College, spoke briefly to Council, presented them with a handout, and gave them an update on the activities at their college. She expressed thanks to Council for their continued support and for the appointment of Mr. Robert Isaac as the City's representative on that Board.

Following her presentation during which she advised that MECC had experienced a 7% growth in enrollment, she advised Council that she would be happy to answer any questions they may have.

Mayor Mays thanked her for attending tonight's meeting and advised that he was looking forward to meeting the college's new president, Dr. Scott Hamilton.

In their packets, Council had a request for authorization to execute an Addendum to the Josephine Sewer Project Agreement of June 29, 2009.

Mr. Ward advised that this project is almost complete and there will be 90 households on line. It is now time to start the billing process. The City and Wise County PSA have discussed this and the PSA is asking that the City bill the sewer fees on the water bills of the participants and send a check once a month to the PSA. Attorneys for both the City and PSA have prepared this addendum. The City will collect these sewage fees and charge a 3% service charge for this service. Both the PSA or the City can pull out of the contract at any time. He advised that Mr. Bradshaw is attending a meeting in Richmond; however, he had given his approval of this agreement.

Mr. Ward advised that Mr. Lester of the Coalfield had shown him an error on the agreement; so this needs to be corrected.

Following a brief discussion and upon a motion by Councilman Hunnicutt, seconded by Councilman Caruso, and passed by unanimous roll call vote, Council approved the authorization to execute an addendum to the Josephine Sewer Project Agreement of June 29, 2009 as discussed above. (Insert)

Mr. Ward advised that the City is in receipt of a letter from the Virginia Department of Health Office of Drinking Water that advises that the City has been awarded funding for two water projects. The first project is for water line improvements in the amount of \$905,022 of which \$633,515 is loan money and \$271,507 is principle forgiveness or

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7-C

ADDENDUM TO JOSEPHINE SEWER PROJECT AGREEMENT

This Addendum to the Josephine Sewer Project Agreement ("Addendum") made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF NORTON, VIRGINIA ("City") and the WISE COUNTY PUBLIC SERVICE AUTHORITY, a Political Subdivision of the Commonwealth of Virginia ("PSA").

W I T N E S S E T H:

WHEREAS, the City and the PSA executed the Josephine Sewer Project Agreement ("Agreement") on June 29, 2009;

WHEREAS, the City and the PSA mutually desire to amend the Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises by and between the parties, the parties agree as follows:

1. Paragraph 7 of the Agreement shall be amended to read:

The City shall bill sewer customers and collect all monthly sewer fees on behalf of the PSA. The City shall receive and administrative fee which shall be three percent (3%) of each month's total charges for sewer. The City shall deduct the administrative fee prior to sending the collected monthly sewer charges to the PSA. The City shall remit the funds collected for the previous month's sewer service to the PSA on the 10<sup>th</sup> day of the following month. The City agrees to terminate water service to those customers who become delinquent in the payment of their monthly sewer bill in accordance with the regulations established by the PSA and the City for termination of service, subject to the concurrence of legal counsel of both the PSA and the City. The PSA shall promptly notify the City in writing when a customer's sewer bill is no longer delinquent. Upon receipt of the written confirmation that a customer's sewer bill is no longer delinquent, the City shall reactivate water service to the formerly delinquent sewer customer.

2. Paragraph 11 shall be added, which shall read:

The City shall keep proper books and records in accordance with generally accepted accounting principles which shall be available for inspection at all reasonable times by the PSA through its duly authorized agents. As part of its annual audit, the City shall perform an audit of the Josephine Sewer accounts, and a certified copy thereof shall be filed promptly with the PSA.

3. Paragraph 12 shall be added, which shall read:

“Either party may terminate this Agreement, with or without cause, by giving at least ninety (90) days written notice to the other party.”

4. All other provisions of the June 29, 2009 Agreement shall remain in full force and effect.

WITNESS the following duly authorized signatures.

CITY OF NORTON, VIRGINIA

By: \_\_\_\_\_  
William J. Mays, Mayor

COMMONWEALTH OF VIRGINIA,  
COUNTY OF \_\_\_\_\_, TO-WIT:

On this \_\_\_\_ day of \_\_\_\_\_, 2010, WILLIAM J. MAYS, MAYOR OF THE CITY OF NORTON, VIRGINIA, whose name is signed to the foregoing Addendum to the Josephine Sewer Project Agreement, personally appeared before me and acknowledged the same in his capacity as Mayor of the City of Norton, Virginia.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_



## WISE COUNTY PUBLIC SERVICE

## AUTHORITY

By: \_\_\_\_\_  
 Dana Kilgore, Chair

COMMONWEALTH OF VIRGINIA,  
 COUNTY OF \_\_\_\_\_, TO-WIT:

On this \_\_\_\_ day of \_\_\_\_\_, 2010, DAN KILGORE,  
 CHAIRPERSON of the WISE COUNTY PUBLIC SERVICE AUTHORITY, whose  
 name is singed to the foregoing Addendum to the Josephine Sewer Project Agreement,  
 personally appeared before me and acknowledged the same in her capacity as  
 Chairperson of the Wise County Public Service Authority.

\_\_\_\_\_  
 NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

**Ernie Ward**

---

**From:** William Bradshaw <web@bradshawlawoffice.us>  
**Sent:** Thursday, December 02, 2010 4:10 PM  
**To:** Ernie Ward  
**Subject:** FW: PSA  
**Attachments:** 118 addendum psa.docx

Ernie,

Attached is a "clean" corrected copy of the Addendum to the Josephine Sewer Agreement with the PSA. I have negotiated several changes to the original PSA proposal with Bud Phillips, the PSA attorney, which you, Jeff Shupe and I have discussed. I believe this document is ready to present for Council's consideration at its December 7 meeting, as it adequately addresses the issues about which we were concerned.

Bill

---

**From:** Sandy Coeburn [mailto:sandy@bradshawlawoffice.us]  
**Sent:** Thursday, December 02, 2010 3:52 PM  
**To:** 'William Bradshaw'  
**Subject:** PSA

Addendum attached.

# JOSEPHINE SEWER PROJECT AGREEMENT

This Agreement entered into this 29<sup>th</sup> day of JUNE, 2009, by and between the City of Norton, Virginia, (hereinafter referred to as the City), and the Wise County Public Service Authority (hereinafter referred to as the PSA).

## WITNESSETH

WHEREAS, the City has been approved by the Virginia Department of Housing and Community Development (VDHCD) and the Appalachian Regional Commission (ARC) to receive Virginia Community Development Block Grants (VCDBG) in accordance with grant applications submitted by the City in order to construct sewer lines located in Wise County (hereinafter referred to as the Josephine Sewer Project); and

WHEREAS, under the regulations of the VDHCD the City is permitted to enter into a contract for the receipt of the grant funds in order to implement the Grant; and

WHEREAS, the City wishes to enter into a contractual agreement with another agency to own and operate the system for which said funds are being distributed to the City; and

WHEREAS, the City is the governmental subdivision which has been delegated the responsibility for all matters related to construction of Josephine Sewer Project; and

WHEREAS, the PSA will accept ownership and operation of the Josephine Sewer Project after construction; and

WHEREAS, duties of the PSA shall include providing new sewer service to approximately 100 homes, all of which are located in Wise County.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises by and between the parties, the City and the PSA hereby agree as follows:

1. The City shall accept the VCDBG grant and the ARC grant for the Josephine Sewer Project. Funding for the Josephine Sewer Project includes \$1,000,000 from VCDBG, \$500,000 from ARC, and \$200,000 from the Lenowisco PDC. Any project costs which exceed the above funding amounts shall be paid for entirely by the PSA. Either the PSA or the City may reject any and/or all bids prior to the commencement of the Josephine Sewer Project.
2. For the purposes of this Agreement, the Benges Branch Project is separate and distinct from the Josephine Sewer Project except as otherwise noted herein.
3. The City shall take such actions and enter into all such agreements as may be necessary to implement the VCDBG and receive the grant funds, including the institution of eminent domain proceedings for the Josephine Sewer Project if necessary.

4. The PSA will assist the City in obtaining all easements for the Josephine Sewer Project, and the Benges Branch Project. The cost of obtaining easements for the Josephine Sewer Project above the funding level of the VDHCD grant shall be the sole responsibility of the PSA and said cost of obtaining easements for the Benges Branch Project shall be the sole responsibility of the City.
5. PSA shall accept ownership of and operational responsibility for the Josephine Sewer Project after construction, final inspection and certificate of completion.
6. All sewer flow from the Josephine Sewer Project will be transmitted through the Josephine Sewer Pump Station and will be considered as a part of the City's allocated sewer capacity with the Coeburn-Norton-Wise Regional Wastewater Authority. The PSA agrees to pay the City a monthly sewer transmission fee. The initial sewer transmission fee shall be set at a rate of \$ 1.50 per 1,000 gallons and said sewer transmission fee shall be subject to change by the City each July during rate-setting associated with the fiscal year budget process. The sewer transmission fee rate shall be calculated using the city's costs for operation, repair, maintenance, and debt retirement of its sewer transmission system divided by the total metered sewer billing for the City for the previous calendar year. The Parties agree that the PSA may, at their own cost, retain the services of an independent rate consultant to perform a rate adjustment analysis which shall be considered by the City during rate-setting. The City shall make its financial records and related information available to the PSA and/or independent rate consultant.
7. The City shall provide monthly water meter readings to the PSA for the purposes of generating a monthly sewer invoice. The City agrees to terminate water service to those customers who become delinquent in the payment of their monthly sewer bill in accordance with the regulations established by the PSA and the City for termination of service, subject to the concurrence of legal counsel of both the PSA and the City.
8. Should Wise County develop a wastewater facility capable of treatment of the sewage flow generated by the Josephine Sewer Project, nothing in this agreement shall prohibit the PSA from transmitting said flow to the Wise County wastewater treatment facility.
9. This Agreement may be amended from time to time only by written authorization of both parties, executed with the same formality as this Agreement.
10. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives this 29<sup>th</sup> day of June, 2009.

CITY OF NORTON, VIRGINIA

William J. Mays  
William J. Mays, Mayor

WISE COUNTY PUBLIC SERVICE AUTHORITY

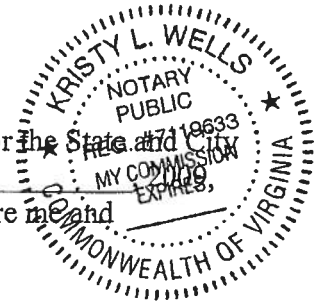
Dana Kilgore  
Dana Kilgore, Chairman

STATE OF VIRGINIA,  
CITY OF NORTON, TO-WIT:

I, Kristy Wells, a Notary Public in and for the State and City of Norton, do hereby acknowledge that on the 29<sup>th</sup> day of June, 2009, William J. Mays, Mayor, City of Norton, Virginia did personally appear before me and acknowledge his signature to the foregoing Agreement.

Kristy L. Wells  
Notary Public

My Commission expires: 12/31/11

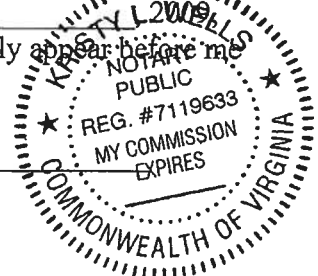


STATE OF VIRGINIA,  
COUNTY OF WISE, TO-WIT:

I, Kristy Wells, a Notary Public in and for the State and City of Norton, do hereby acknowledge that on the 29<sup>th</sup> day of June, 2009, Dana Kilgore, Chairman, Wise County Public Service Authority did personally appear before me and acknowledge her signature to the foregoing Agreement.

Kristy L. Wells  
Notary Public

My Commission expires: 12/31/11



**COOPERATIVE AGREEMENT**  
**Between**  
**Norton Police Department**  
**And**  
**Wise County Victim/Witness Assistance Program**

Cooperative Agreement made this 1<sup>st</sup> day of June, 2018 by and between the Wise County Victim/Witness Assistance Program and the Norton Police Department.

The Victim/Witness Program will be engaged in providing needed services to the victims of crime and desires to engage the Norton Police Department in furtherance of these services.

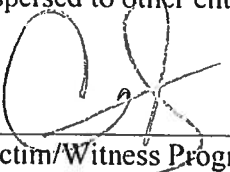
The Victim/Witness Assistance Program of Wise County will provide the following services wherever reasonable:

1. Provide information that would be viewed as crucial to cases involving victims and witnesses and does not violate the victim's rights to confidentiality.
2. Provide information regarding restitution owed to victims when said information is necessary in the collection of payments,
3. Contact the victim or witness in major felony cases to inform them of changes in case status.
4. Provide services to victims and witnesses in accordance with the Virginia Crime Victim and Witness Rights Act.

Norton Police Department will provide the following services to the Victim/Witness Assistance Program in return for the above-mentioned services:

1. Grant access to case files contingents upon permission from client.
2. Refer to victims and witnesses to the Victim/Witness Assistance Program for services.
3. Provide notification of judicial proceedings and changes in case status.
4. Advise victims of their rights to restitution and compensation.
5. Allow the victim advocate to be present during interviews of victims and witnesses.
6. Provide copies of warrants, petitions, and incident reports as they are received.

This agreement will continue in full force and effect until June 30, 2021 or until it is terminated by either party upon written notice to the other. This agreement may also be amended, modified, expanded, etcetera, as mutually agreed upon by both parties, is confidential and will not be dispersed to other entities.

  
 \_\_\_\_\_  
 Victim/Witness Program

\_\_\_\_\_  
 Chief James Lane

**COOPERATIVE AGREEMENT**  
**Between**  
**Norton City Department of Social Services**  
**And**  
**Wise County Victim/Witness Assistance Program**

Cooperative Agreement made this 1<sup>st</sup> day of June, 2018 by and between the Wise County Victim/Witness Assistance Program and the Norton City Department of Social Services.

The Victim/Witness Program will be engaged in providing needed services to the victims of crime and desires to engage the Norton City Department of Social Services in furtherance of these services.

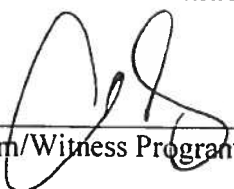
The Victim/Witness Assistance Program of Wise County will provide the following services wherever reasonable:

1. Provide information that would be viewed as crucial to cases involving victims and witnesses and does not violate the victim's rights to confidentiality.
2. Provide information regarding restitution owed to victims when said information is necessary in the collection of payments.
3. Contact the victim or witness in major felony cases to inform them of changes in case status.
4. Provide services to victims and witnesses in accordance with the Virginia Crime Victim and Witness Rights Act.

Norton City Department of Social Services will provide the following services to the Victim/Witness Assistance Program in return for the above-mentioned services:

1. Grant access to case files contingents upon permission from client.
2. Refer to victims and witnesses to the Victim/Witness Assistance Program for services.
3. Provide notification of judicial proceedings and changes in case status.
4. Advise victims of their rights to restitution and compensation.
5. Allow the victim advocate to be present during interviews of victims and witnesses.
6. Provide copies of warrants, petitions, and incident reports as they are received.

This agreement will continue in full force and effect until June 30, 2021 or until it is terminated by either party upon written notice to the other. This agreement may also be amended, modified, expanded, etcetera, as mutually agreed upon by both parties, is confidential and will not be dispersed to other entities.

  
 \_\_\_\_\_  
 Victim/Witness Program

\_\_\_\_\_  
 Sara Ring, Director